

## **NOTICE TO PROPOSERS**

Sealed proposals, in triplicate on the forms prescribed by and addressed to the City of Deer Park, Texas will be received at the office of the City Secretary marked **“DEBRIS MANAGEMENT AND REMOVAL SERVICES”**, City Hall, 710 E. San Augustine Street, Deer Park, Harris County, Texas, until **2:00 p.m.** on **Wednesday, January 6, 2010** at which time the proposals are to be opened and publicly read in the Council Chambers at 2:00 p.m. (per council chambers clock) on said date, for the following:

### **“Debris Management and Removal Services”**

The City of Deer Park does not accept emailed or faxed proposals.

Proposals are to be submitted on bidders own forms including Name of Bidder, Contact and Telephone number. The City reserves the right to reject any and all bids, or parts of bids to waive any and all technicalities, and to accept any bid, or part of bid, which it deems advantageous to itself.

BY ORDER OF THE CITY COUNCIL OF DEER PARK, TEXAS

Dated, this 1st day of December, 2009.

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Sandra Watkins, TRMC  
City Secretary  
City of Deer Park, Texas

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Dated, this \_\_\_\_ day of \_\_\_\_\_, 2009.

/s/Sandra Watkins, TRMC  
City Secretary  
City of Deer Park, Texas

**CITY OF DEER PARK  
REQUEST FOR PROPOSAL FOR  
DEBRIS MANAGEMENT AND REMOVAL SERVICES**

**1. GENERAL PURPOSE**

The City of Deer Park seeks to obtain proposals from qualified contractors to perform emergency debris management and removal services. The potential contract awarded as a result of this procurement will be a “requirements” contract, with no quantities guaranteed. The City will negotiate an agreement with the proposer(s) whose proposal is the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the RFP. The City reserves the right to reject any or all responses. **There will be no retainer paid in order to keep the contract in effect. Contract shall be based on “as-needed” services in the event of a disaster-generated event.**

**1.1 Scope of Contracted Services**

Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision, and all other services and facilities of any nature necessary to execute and complete the timely removal and lawful disposal of all disaster-generated debris.

1.1a Definitions/Abbreviations: For any other definitions not specifically listed, please refer to the FEMA Debris Management Course Guide E/G202, and as such glossary is amended.

- City of Deer Park – hereinafter shall be referred to as City. Any direction given by the City will be coordinated by the City’s designated representative and for the purposes of this proposal will be stated as “by the City.”
- Debris – includes all forms of disaster-generated debris, such as vegetative, demolition, construction, household goods, hazardous and industrial waste materials.
- Debris removal -- Removal of all disaster-generated debris, as described above, shall be determined to eliminate immediate threats to life, public health and safety; that which has been determined to eliminate immediate threats of significant damage to improved public or private property; and that which is considered essential to ensure economic recovery of the affected community to the benefit of the community at large.
- Emergency Operations Center – hereinafter referred to as the EOC.
- Federal Department of Transportation – hereinafter referred to as the FDOT.
- Federal Emergency Management Agency - hereinafter referred to as FEMA.
- FHWA - Federal Highway Administration

- Hazard Waste includes the following and described as any waste or combination of wastes of a solid, liquid, contained gaseous, or semisolid form which because its quantity, concentration or physical, chemical or infectious characteristics may pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed such as:

Household Hazardous Waste (HHW)  
Hazardous or Toxic Waste (HTW)  
Industrial Waste (IW)

- Household goods – hereinafter referred to as white goods which shall include household and industrial appliances, such as refrigerators, stoves, dishwashers, etc.
- Notice to Proceed – hereinafter referred to as NTP.
- Right of entry – hereinafter referred to as ROE.
- Right-of-way – hereinafter referred to as ROW.
- Temporary Debris Reduction Staging Site – hereinafter referred to as TDRSS.
- TXDOT – Texas Department of Transportation
- US Department of Transportation Manual or Uniform Traffic Control Devices – hereinafter referred to as MUTCD.

These contracted services shall provide for the cost effective and efficient removal and lawful disposal of debris from all public streets, roads, and other rights-of-way, including any other locally-owned facility or site as may be directed by the City, and in accordance with Federal Requirements. Contract services will only be performed when requested and as designated by the City, by an approved Task Order issued by the City of Deer Park's designated representative. Contractor shall load and haul the debris from within the legal boundaries of the City to a site(s) specified by the City.

The City reserves the right to assign work to various Contractors, at its sole discretion. The City also reserves the right to approve all sub-contractors hired by the Contractor and/or to require the Contractor to dismiss a sub-contractor upon request.

## **1.2 Time Schedule**

Sealed proposals, in triplicate, on the forms prescribed by and addressed to the City of Deer Park, Texas will be received at the office of the City Secretary marked **"DEBRIS MANAGEMENT AND REMOVAL SERVICES"**, City Hall, 710 E. San Augustine Street, Deer Park, Harris County, Texas, until **2:00 p.m. on Wednesday, January 6, 2010** at which time the proposals are to be opened and publicly read in the Council Chambers at 2:00 p.m. (per council chambers clock) on said date.

After receipt of proposal, it is the intent of the City of Baytown to evaluate the proposals to secure the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the RFP. The proposed contract will then be scheduled to be presented to City Council for its consideration of approval.

### **1.3 Pre-Award Conference**

Prior to award of proposal, successful proposer(s) shall be required to attend a pre-award conference to discuss terms, conditions, and performance of this contract before the City's evaluating committee, and/or City Council.

## **2.0 GENERAL**

All prospective proposers shall provide sufficient information and data to fully allow a complete evaluation of the information to be made. Information and data submitted by each proposer will become a part of the proposal. **Proposer shall submit a proposal to directly respond to each item as listed in the table of contents.** Each proposer shall submit one three (3) copies of the proposal clearly labeled.

Contract period shall start after approval of a contract by the City Council and appropriate executed contract and insurance certificates are in place. This contract may be renewed under the same terms and conditions for successive one-year periods, upon the agreement of both parties. Each such renewal must be evidenced in writing and approved by the appropriate authorities of each party. Such renewal shall be for the same compensation set forth in the Invitation to Bid and prices may be adjusted to reflect the Consumer Price Index (Urban) sixty-four (64) days prior to the effective date of the renewed contract.

### **2.1 PROPOSAL SUBMISSION**

Sealed proposals, in triplicate, on the forms prescribed by and addressed to the City of Deer Park, Texas will be received at the office of the City Secretary marked **"DEBRIS MANAGEMENT AND REMOVAL SERVICES"**, City Hall, 710 E. San Augustine Street, Deer Park, Harris County, Texas, until **2:00 p.m. on Wednesday, January 6, 2010** at which time the proposals are to be opened and publicly read in the Council Chambers at 2:00 p.m. (per council chambers clock) on said date

The delivery of proposals to the City of Deer Park prior to the specified date and time is solely and strictly the responsibility of the proposer. The City shall not, under any circumstances, be responsible for delays caused by the United States Postal Service or any delivery service, or for delays caused by any other occurrence. All responses must be manually and duly signed by an authorized corporate officer, principal, or partner with the authority to bind said proposer.

All responses must be marked on the outside:

**"DEBRIS MANAGEMENT AND REMOVAL SERVICES"**

The proposer is solely responsible for reading and completely understanding the requirements of this RFP. Under no circumstances shall proposals delivered after the specified delivery date/time be considered. Late submissions shall be returned unopened to the proposer with the notation, "The proposals were received after the delivery time designated for the receipt and opening of the proposals."

The proposer shall submit three (3) copies of their entire proposal.

The City reserves the right to reject any and all proposals, or parts of proposals to waive any and all technicalities, and to accept any proposal, or part of proposal, which it deems advantageous to itself.

All proposals shall meet or exceed minimum specifications to be considered as valid proposals. Any variance in any item must be specified clearly as an exception to Proposal in order to have a valid proposal. All proposals received in response to this invitation shall become the property of the City of Deer Park, and shall be retained in its file, and by reference become part of any formal agreement with the City. Receipt of a proposal by the City does not in and of itself constitute a contract. The City accepts no responsibility or liability for any cost incurred in the preparation and/or submission of such proposal. After award of proposal, all proposals shall be open for public inspection. **If a proposal contains proprietary information, the Proposer must declare such information as proprietary if Proposer does not want information to become public. Any proprietary information must be indicated in the index and clearly identified in the proposal. The City of Deer Park can not guarantee that the information will be withheld from the public. Once a proposal is opened any request for information marked proprietary will be sent to the Attorney General and the Proposer must submit arguments as to why the information should not be disclosed.**

Failure to respond to any portion of this proposal, unless otherwise provided for should result in a reduction of the total numerical graded value and possible rejection of the complete proposal from further consideration.

## **2.2 PROPOSAL CONTENT**

Each proposal must include the following:

- a. Qualifications and experience of personnel, including the Administrator or Project Manager and other key personnel.
- b. Provide results, in measurable terms, which demonstrate the success of past contracts.
- c. Proposer's Information Form and any exceptions to proposal listed under the appropriate section.
- d. References -- Each proposer shall provide references of customers within the **Houston/Galveston area** with whom Proposer has performed services. The list shall include the customer's name, address, telephone number, and the name of an

individual to contact. Proposer shall further indicate date services were performed and brief description of all services performed.

- e. Proposer shall also provide additional references for same type services in **other** areas besides the Houston/Galveston area being sure to list Houston/Galveston area references first. Proposer shall supply similar information as requested in item above.

## **2.3 INQUIRIES AND ADDENDA**

Each proposer shall examine all RFP documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, or requests concerning an interpretation, clarification, or additional information pertaining to the RFP shall be made through the City of Deer Park's Purchasing Coordinator, Tracy McBride at 281.478.7228 or at P.O. Box 700, Deer Park, TX 77536 or by email @ [tmcbride@deerparktx.org](mailto:tmcbride@deerparktx.org) The City shall not be responsible for oral interpretations given by any other City employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this RFP, the City will notify all prospective proposers who have secured same. However, it shall be the responsibility of each proposer, prior to submitting the proposals, to contact the City of Deer Park's Purchasing Coordinator at 281.478.7228 to determine if addenda were issued and to make such addenda a part of the proposal.

## **2.4 INSURANCE REQUIREMENTS**

**INSURANCE REQUIREMENTS: CONTRACTOR SHALL INCLUDE CERTIFICATE OF INSURANCE PRIOR TO AWARD OF BID. CONTRACTOR OR CONTRACTOR'S INSURANCE AGENT SHALL INCLUDE BID NUMBER AND DESCRIPTION OF BID ON THE CERTIFICATE OF INSURANCE.** THE COMPANIES AFFORDING COVERAGE AND THE PRODUCER OF THE CERTIFICATE OF INSURANCE SHALL BE LICENSED WITH THE STATE BOARD OF INSURANCE TO DO BUSINESS IN THE STATE OF TEXAS.

CONTRACTOR shall procure and maintain at its sole cost and expense for the duration of the Agreement, insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the Work hereunder by CONTRACTOR, its agents, representatives, volunteers, employees or subconsultants.

- a. CONTRACTOR's insurance coverage shall be primary insurance with respect to the City, its officials, employees and agents. Any insurance or self-insurance maintained by the City, its officials, employees or agents shall be considered in excess of CONTRACTOR's insurance and shall not contribute to it. Further, CONTRACTOR shall include all subconsultants, agents and assigns as additional insureds under its policy or shall furnish separate certificates and endorsements for each such person or entity. All coverages for subconsultants and assigns shall be subject to all of the requirements stated herein.

The following is a list of standard insurance policies along with their respective minimum coverage amounts required in this Agreement:

1. Commercial General Liability
    - General Aggregate: \$1,000,000
    - Products & Completed Operations Aggregate: \$1,000,000
    - Personal & Advertising Injury: \$1,000,000
    - Per Occurrence: \$500,000
    - Fire Damage: \$50,000
    - Coverage shall be at least as broad as ISO CG 00 01 10 93
    - No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.
  2. Business Automobile Policy
    - Combined Single Limits: \$1,000,000
    - Coverage for "Any Auto"
  3. Errors and Omissions
    - Limit: \$500,000 for this project.
    - *For all architects, engineers, and/or design companies*
    - Claims-made form is acceptable
  4. Workers' Compensation
    - Statutory Limits
    - Employer's Liability: \$500,000
    - Waiver of Subrogation required.
- b. The following shall be applicable to all policies of insurance required herein.
1. Insurance carrier must have an A.M. Best Rating of B+:VIII or better.
  2. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
  3. Liability policies must be on occurrence form.
  4. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
  5. The City, its officers, agents and employees are to be added as Additional Insureds to all liability policies.
  6. Upon request and without cost to the City, certified copies of all insurance policies and/or certificates of insurance shall be furnished to the City.
  7. Upon request and without cost to the City, loss runs (claims listing) of any and/or all insurance coverages shall be furnished to the City.
  8. All insurance required herein shall be secured and maintained in a company or companies satisfactory to the City, and shall be carried in the name of CONTRACTOR. CONTRACTOR shall provide copies of insurance certificates



required hereunder to the City on or before the effective date of the agreement resulting from this RFP.

### **Under Description of Operations.**

**Certificate Holder, its officers, agents & employees are included as Additional Insured (except as respects all coverage afforded by the Workers Compensation Policy) and Waiver of Subrogation is in favor of Certificate Holder as written contract and as their interests may appear. Both provisions are limited to the liability arising out of the operation of the Named Insured.**

Indemnity. The contractor hereby agrees to indemnify and hold harmless the Owner, its officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions, including attorney's fees for trial and on appeal, and for the preparation of same arising out of the Contractor's, its officers', agents', and employees' acts, or omissions associated with this Agreement arising out of or related to personal injury or property damage, unless such claims or liability results from the wrongful acts or omissions of the Owner or its agents, employees, agents or representatives.

The Owner agrees to indemnify and hold harmless the Contractor, its officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions, including attorney's fees for trial and on appeal, and for the preparation of same arising out of the Contractor's, its officers', agents', and employees' acts, or omissions associated with this Agreement arising out of or related to personal injury or property damage, which results from the wrongful acts or omissions of the Owner or its agents, employees, agents or representatives.

Upon completion of all services, obligations and duties provided in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Subsection shall survive.

**COMPLIANCE WITH LAWS:** The CONTRACTOR shall comply with all Federal and State laws and City Ordinances and Codes applicable to the CONTRACTOR's operation under this contract. These Specifications and the contract resulting herefrom shall be fully governed by the laws of the State of Texas, and shall be fully performable in Harris County, Texas, where venue for any proceeding arising hereunder will lie.

**SILENCE OF SPECIFICATIONS:** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement.

**ASSIGNMENT:** The successful CONTRACTOR may not assign, sell or otherwise transfer the contract without prior written consent of the City Council of the City of Deer Park.

**SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or

word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

**CONTRACT TERMINATION:** The City of Deer Park reserves the right to terminate the contract for any reason by notifying the contractor in writing thirty (30) days prior to the termination of this contract. In the event of termination for convenience, the CONTRACTOR shall only be paid its reimbursable costs incurred prior to the effective date of the termination notice and shall not be entitled to receive any further payment hereunder and shall be further subject to any claim the OWNER may have against the CONTRACTOR under other provisions of this Agreement or as a matter of law, including the refund of any overpayment of reimbursable costs and/or other payment.

**RIGHT OF ASSURANCE:** Whenever one (1) party to the contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

## **2.5 STANDARD REQUIREMENTS**

### **a. Right to Protest**

Any actual or prospective proposer who is aggrieved in connection with the solicitation or award of a contract may seek resolution of his/her complaints by contacting the Purchasing Coordinator.

### **b. No Corrections**

Once a competitive proposal is submitted, the City shall not accept any request by any proposer to correct errors or omissions in any calculations or competitive price submitted.

## **2.6 PROCUREMENT PROCESS**

### **a. Openness of Procurement Process**

Written competitive proposals, other submissions, correspondence, and all records made thereof, as well as negotiations conducted pursuant to this RFP, shall be handled in compliance with all Federal and State laws and City Ordinances and Codes applicable to the Proposer's operation under this contract. These specifications and the contract resulting herefrom shall be fully governed by the laws of the State of Texas, and shall be fully performable in Harris County, Texas, where venue for any proceeding arising hereunder will lie.

### **b. No Collusion**

By offering a submission to the RFP, the proposer certifies the proposer has not divulged to, discussed or compared his/her competitive proposal with other proposers and has not colluded with any other proposers or parties to this competitive proposal whatsoever. This section is not intended to prohibit two or more organizations from working together on a joint application. One organization would have to be designated as the lead agency with fiscal responsibility.

### **c. Informality Waiver/Rejection of Bids**

The City reserves the right to reject any and all proposals, or parts of proposals to waive any and all technicalities, and to accept any proposal, or part of proposal, which it deems advantageous to itself.

d. Appropriations Clause

The City, as an entity of government, is subject to the appropriation of funds by its legislative body, in an amount sufficient to allow continuation of its performance, in accordance with the terms and conditions of this contract, for each and every fiscal year following the fiscal year in which this contract is executed and entered into, and for which this contract shall remain in effect. Upon notice that sufficient funds are not available in the subsequent fiscal years, the City shall thereafter be released of all terms and other conditions.

### **3.0 SELECTION CRITERIA AND RANKING PROCESS**

All proposals shall be subject to an evaluation by a selection committee to be established by the City. The successful proposer must demonstrate an understanding of the project scope and purpose. This refers to the proposer's understanding of the needs that generated the RFP, of the objectives in asking for the services, and of the nature and scope of the work involved.

The evaluation of the proposals shall be accomplished utilizing the criteria described in this section. Information and data included in the proposal shall be considered in the evaluation process.

#### **3.1 COMPLETENESS OF PROPOSAL**

Following the receipt of proposals, the Selection committee shall review all proposals with respect to completeness and conformance with the instructions and requirements specifically indicated in this RFP. Responses which are deemed incomplete or nonconforming with instructions and requirements of this RFP may not be given further evaluation. The City reserves the right to reject any and all responses and to waive any irregularity, variance, or informality whether technical or substantial in nature, in keeping with the most advantageous to the City considering the relative importance of price and other evaluation factors included in the RFP.

#### **3.2 SELECTION CRITERIA**

All proposals shall be evaluated with respect to the completeness of the data provided, support for all claims made and the overall approach taken. The proposal(s) will be evaluated utilizing a weighted criteria totaling up to 100%. The City may select proposals from multiple contractors. The following criteria shall be utilized in the evaluation process:

- The responsiveness and completeness of the proposal. 5%
- Demonstrated knowledge of FEMA procedures and reimbursement guidelines and the ability to provide documentation necessary to facilitate FEMA reimbursement. Demonstrated knowledge of Texas Department of Transportation and Federal Highway Administration (FHWA) requirements. 20%

- Net overall cost to the City for the proposed services. (cost shall be considered in proposal evaluations, but shall not be the sole determining factor). **20%**
- Proposer's ability to respond when services are requested. Proposer's current obligations/work commitments and quality of work. **25%**
- Labor force resources available to perform the required work services and experience in accomplishing documentation required for federal and/or state reimbursement. **5%**
- Past experience as well as qualifications to complete debris removal and other services as required by this RFP including all references. **25%**

#### **4.0 PERFORMANCE OF SERVICES**

##### **4.1 Description of Services:**

Contractor agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the intent of Agreement or meeting the approval of the City may be rejected. Replacements and/or rework, as required, will be accomplished on a timely basis at no additional cost to the City.

##### **4.2 Emergency Push/Road Clearance:**

Contractor shall accomplish the cutting, tossing and/or pushing of debris, hanging limbs, or leaning trees off of transportation routes as identified by and directed by the City. The emergency push will normally be completed within the first 72 hours following the activation of this contract, unless notified otherwise by the City. Time and material rate shall be applicable.

##### **4.3 Debris Removal From Public Right-of-Way (ROW):**

As directed by the City, Contractor shall load and haul all eligible debris to an approved Temporary Debris Staging Reduction Staging site (TDSRS) or other disposal destination, as specified by the City. All collection and hauling will be consistent with Federal requirements applicable to the disaster event. The Contractor will ensure compliance with instructions from the City regarding the collection, hauling and disposal of hazardous wastes and/or other categories of debris.

##### **4.4 Debris Clearance/Removal from Public Property:**

As directed by the City, Contractor shall clear eligible debris from public property, load and haul all debris to a designated Temporary Debris Reduction Staging Site (TDSRS) or other disposal destination designated by the City. If necessary, the City will confirm the eligibility of the debris to be removed.

##### **4.5 Demolition of Structures and Construction Debris Removal:**

As directed by the City, Contractor shall demolish unsafe structures and remove debris that has been determined by the City to be a threat to the health and safety of the public. Contractor will exercise due diligence in demolishing and/or removing

debris from private property. The City will direct actions to secure the right of entry (ROE) onto private property to allow demolition and removal. All applicable local, state and federal regulatory requirements regarding asbestos containing materials shall be adhered to unless waived by applicable regulatory authorities.

#### **4.6 Private Property Waivers:**

The City will direct all actions to secure necessary permissions, waivers, and ROE Agreements from real property owners required for the lawful removal of debris and/or demolition of structures from real properties. All such actions will be consistent with Federal requirements applicable to the disaster event.

#### **4.7 Debris Separation/Reduction and Temporary Debris Reduction Staging Site (TDRSS) Management:**

The Contractor shall operate and manage the TDRSS to accept and process all event debris. All actions will be implemented by the Contractor only with the prior approval of the City. Actions by the Contractor will include, but are not limited to the following:

- Ensure that only debris authorized by the Emergency Management Coordinator or designee will be allowed in the TDRSS sites.
- Provide to the City a video record of the pre- and post-use site conditions.
- Prepare a plan of proposed site layout and review with the City prior to its implementation.
- Prepare a plan for site security and traffic control for both on the site and adjacent roadways and review with the City prior to its implementation.
- Provide adequate fire prevention/fighting equipment, including water truck and hoses, on site throughout the operational period of the TDRSS.
- Build and/or maintain roads as necessary for TDRSS operation.
- Provide and /or construct and maintain stabilized roofed inspection towers sufficient for a minimum of three inspectors; Towers will be positioned at any entrance and any exit of the TDRSS.
- Comply with any applicable environmental requirements, to include litter control fencing, silt fencing, dust control, hazardous materials containment area, and/or water retention berms.
- Confine hours of operation of the TDRSS to those determined by the City.
- Process debris by methods that may include, but not be limited to, reduction by grinding, air curtain incineration when approved, or other alternate methods of reduction, such as compaction.
- Prior to reduction, segregate all debris between vegetative debris, construction and demolition debris, white goods, and hazardous waste.
- Develop and implement, with the approval of the City, a procedure for management of the receipt of unauthorized and/or ineligible debris at the TDRSS.
- Provide the City with proper and acceptable documentation (including destination, tickets, volume/weight) for final disposal of debris accepted at the TDRSS.
- Upon closure of the TDRSS, restore the site to its pre-use condition, meeting all regulatory requirements for the site closure; Survey the site to verify that it has been restored to pre-use elevation and condition.

- As directed by the City, sod, hydro-seed or sprig the property once all other site closure issues have been addressed.

#### **4.8 Designation and Management of Staging Areas:**

Contractor shall identify staging areas in collaboration with the City for the purposes of truck/equipment certification; provision of temporary fueling or vehicle maintenance (as required), and other operational service functions related to debris removal efforts. Contractor shall provide temporary tent, sanitary and other appropriate conveniences necessary for the care and well being of all Contractor and sub-Contractor personnel. The City will approve of the location, size, layout and services to be provided at any staging area established by the Contractor, who will insure that each area is managed in accordance with all applicable regulatory requirements and in a manner to minimize disruption to the surrounding neighborhoods.

#### **4.9 Disaster Recovery Technical Assistance:**

Contractor will provide Disaster Recovery Technical Assistance to the City to assist with guidance and consultation on all aspects of the recovery process. This assistance shall include documentation and management for the public assistance program, planning, training and exercise development, as well as attendance at the City's Emergency Operations Center (EOC) during activations of the EOC for exercise and actual emergency events as requested by the Emergency Management Coordinator or designee.

#### **4.10 Cost of Services:**

Contractor shall bear all of its own operating costs and is responsible for all permit and license fees, and maintenance of its own trucks and equipment to keep such property in a condition and manner adequate to accomplish contracted services. Upon receipt and acceptance of full documentation of the performance of services and an accurate invoice as specified by the City, the Contractor shall be reimbursed on a unit price basis as specified in Attachments A & B.

Unknown and/or unforeseen events or conditions may require an adjustment to the unit costs given in Attachment "A & B," of this Agreement. Any amendments, extensions or changes to the scope of contracted services or unit prices are subject to full negotiations between the Contractor and Emergency Management Coordinator or designee.

Payment may be delayed to the contractor up to sixty (60) days due to State and FEMA reporting and reimbursement process. Final payment for the remaining balance due for each invoice will be issued by the owner no earlier than forty-five (45) business days after contractor's submission a final invoice and certificate of completion.

### **5.0 STANDARDS OF PERFORMANCE**

#### **5.1 Contractor representative and General Operations Plan:**

Contractor shall have a knowledgeable and responsible representative report to the City's designated representative and provide a copy of the Contractor's General Operations Plan within 7 calendar days following the execution of this Agreement.

The City will approve the General Operations Plan prior to its implementation within the City. The Contractor's representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Agreement and Contractor's General Operations Plan.

**5.2 Mobilization:**

When a Notice To Proceed (NTP) in advance of an event has been received by Contractor, he/she will make all necessary arrangements to mobilize a minimum of 50% of the required resources within 48 hours and 100% of the required resources within 96 hours to commence and conduct these contracted services. The City may take such other actions as necessary to address the failure of the Contractor to mobilize resources on the schedule required by the City.

**6.0 GENERAL RESPONSIBILITIES**

**6.1 Other Agreements:**

The City may be required to enter into agreements with Federal and/or State agencies for disaster relief. Contractor shall be bound by the terms and conditions of such agreements, regardless of the additional burdens of compliance.

**6.2 The City's Obligations:**

The City shall furnish all information and documents necessary for the commencement of contracted services, including a written Work Authorization or Notice to Proceed.

**6.3 Contractor's Conduct of Work:**

Contractor shall be responsible for planning and conducting all operations in a satisfactory and professional manner. All Contractor personnel and sub-contractors shall demonstrate and maintain a courteous and responsible demeanor toward all persons.

**6.4 Supervision by Contractor:**

Contractor will supervise and/or direct all contracted services performed by its employees, agents and subcontractors. Contractor is solely responsible for all means, methods, techniques, safety and other procedures. Contractor will employ and maintain a qualified project manager at the work site(s) who shall have full authority to act on behalf of Contractor. All communications given to the project manager by the City's designated representative shall be as binding as if given to Contractor.

**6.5 Self-sufficiency of Contractor and Sub-contractors:**

The Contractor shall ensure that its work force, including sub-contractors, maintain self-sufficiency related to fuel, vehicle repair/maintenance, housing, sanitation, food and related accommodations, in a manner that is consistent with local requirements and minimizing adverse affects on the community.

**6.6 Damages by Contractor:**

Contractor shall be responsible for conducting all operations, whether contemplated by this Agreement or later requested as specialized services, in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. Contractor shall also be responsible for any damages due to the negligence of its employees and sub-contractors. Contractor must report such damage to the City's designated representative or designee in writing within 24 hours. Should any property be damaged due to negligence on the part of the Contractor, the City may either bill Contractor for the damages, withhold funds due to Contractor, or the Contractor may also repair all damage to the satisfaction of the City. The City shall make the determination of whether "negligence" has occurred.

**6.7 Contractor's Duty Regarding Other Contractor(s):**

Contractor acknowledges the presence of other Contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

**6.8 Contractor's Disposal of Debris:**

Unless otherwise directed by the City, the Contractor shall be responsible for determining and executing the method and manner for processing and/or lawful disposal of all eligible debris as approved by the City. The locations of the TDRSS and final disposal sites shall be determined by the City and utilized by the Contractor. The City may allow separate unit prices for delivery and disposal of debris to TDRSS and final disposal. Upon request from the Contractor, other sites may be utilized as directed and/or approved by the City.

**7.0 GENERAL TERMS AND CONDITIONS**

**7.1 Multiple, Scheduled Passes:**

Contractor shall make scheduled passes of each area impacted by the event, at the direction of the City. The City shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the City. The Contractor will document the completion of all passes based on the direction from the City and will provide this documentation to the City on the frequency requested by the City.

**7.2 Clean as you go Policy:**

The Contractor shall provide a "clean as you go" policy. The Contractor shall supervise and enforce such policy during debris management operations.

**7.3 Operation of Equipment:**

Contractor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street, or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the City. Should operation of equipment be required outside of the public ROW, the Contractor will ensure that a ROE Agreement has been obtained prior to property entry.



**7.4 Security of Debris During Hauling:**

Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, Contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport in accordance with FDOT guidelines. As required, Contractor will survey the primary routes used by Contractor for debris hauling as soon as possible after the transport and will recover fallen or blown debris from the roadway(s).

**7.5 Traffic Control:**

Contractor shall mitigate impact on local traffic conditions to the greatest extent possible. Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the most current edition of the US Department of Transportation Manual or Uniform Traffic Control Devices (MUTCD). Contractor shall provide sufficient signage, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, collection, reduction and/or disposal sites.

**7.6 Work Days/Hours:**

Work days and/or work hours shall be as directed by the City following consultation and notification to Contractor. Working hours on holidays shall be at the discretion of the City.

**7.7 Hazardous and Industrial Wastes:**

The Contractor shall set aside and reasonably protect all hazardous or industrial material encountered during debris removal operations for collection and disposal. Prior to such actions, the Contractor will prepare a Hazardous and Industrial Materials Cleanup and Disposal Plan, and this plan will be in accordance with all local, state and Federal requirements and will be approved by the City. In accord with this plan, the Contractor may use the subcontracting services of a firm specializing in the management and disposal of such materials and waste.

**7.8 Utilizing Local Resources:**

Contractor shall, to every extent possible, give priority to utilizing labor and other resources originating within Southeastern Texas.

**7.9 Work Safety:**

Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. Contractor will provide such safety equipment, training and supervision as may be required by the City and/or other governmental regulations. Contractor shall ensure that its subcontracts contain an equivalent safety provision.

**7.10 Inspection of Contractor Operations:**

All debris shall be subject to inspection by the City and other public authorities to ensure compliance with this Agreement, applicable federal, state and local laws, and in accordance with generally accepted standards of emergency management professionals. The City will, at all times, have access to all work sites and disposal

areas. In addition, authorized representatives and agents of the government shall be permitted to inspect all work, materials, invoices, and other relevant records and documentation.

**7.11 Corrective Actions Required of Contractor:**

When instructed by the City's designated representative, the Contractor will immediately implement corrective actions to address health and safety issues and/or any other actions inconsistent with any of the terms of this agreement, as determined by the City in its sole discretion and notify the City within 24 hours.

**7.12 Ineligible Work:**

The Contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material not authorized by the City or that does not meet the eligibility requirements identified in Section 1.

**7.12.1 Eligibility Inspections:**

City's monitors shall inspect each load, or shall inspect at some other frequency of the City's direction, to verify that the contents are in accordance with the accepted definition of eligible debris.

**7.12.2 Eligibility Determinations:**

If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another approved and certified receiving facility. No payment will be allowed for that load and Contractor will not invoice the City for such loads. The City, through its authorized representative, will be the sole judge as to whether the material conforms to the definition of eligible debris.

**7.13 Other Agencies:**

The term "government" as used in this Agreement refers to those governmental agencies which may have a regulatory or funding interest in this Agreement.

**8.0 REPORTS, CERTIFICATIONS AND DOCUMENTATION**

**8.1 Reports:**

Contractor shall submit periodic, written reports in a format required by the City documenting the progress of debris removal and disposal. These reports may include, but are not limited to:

**8.1.1 Daily Reports:**

Daily reports may detail the locations where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed of, the total number of personnel crews engaged in debris management operations, and the number of grinders, chippers and mulching machines in operation. The

Contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of Contractor's operations within 24 hours.

#### **8.1.2 Weekly Summaries:**

A summary of all information contained in the daily reports as described in Section 6.1.1, within two days of the close of the week. At the request of the City, the data making up the weekly summaries shall also be submitted in electronic format. The submitted electronic weekly data will include: Collection Contractor, load ticket number, load date, load location, truck yardage, percent full, calculated yardage (or weight if applicable) field monitor name / number, TDRSS location, tower monitor / name, debris materials categorization, and location of collection, e.g., ROW, FHWA, Canal, etc.

#### **8.1.3 Report Delivery:**

The Contractor shall submit a report to the City's designee by 11:00 a.m. each business day of the term of the Task Order. Each report will contain at a minimum the following information:

- Contract Number
- Daily and cumulative hours for each piece of equipment, if appropriate.
- Daily and cumulative hours for personnel, by position, if appropriate.
- Volumes of debris handled.

#### **8.1.4 Data Reconciliation:**

Reconciliation of data will be accomplished weekly between the Contractor and the City's representative. All discrepancies will be resolved within 5 days.

#### **8.1.5 Final Project Closeout:**

Upon final inspection and/or closeout of the project by the City, Contractor shall prepare and submit a detailed description of all debris management activities in an electronic spreadsheet, to include, but not limited to the total volume, by type of debris hauled, reduced and/or disposed of, final disposal locations and amounts of the debris managed by the Contractor, plus the total cost of the project invoiced to the City. The Contractor shall provide, upon request of the City and/or no later than project closeout, a release of liens demonstrating that all subcontractors to the Contractor have been fully paid. Agreement will provide any other additional information as may be necessary to adequately document the conduct of the debris management operations for the City and/or government. Final project reconciliation must be approved by the City.

### **8.2 Certifications**

The Contractor will adhere to the process for certification of personnel and vehicles to include the following:

#### **8.2.1 Certification of Vehicles and Load Capacity:**

Contractor shall ensure that all equipment is certified in accordance with most current City procedures. After a disaster, the City, or their designated representative, will begin the equipment certification at a pre-designated site, or at staging areas established by the Contractor.

All Contractor and sub-contractor trucks shall have valid registrations, insurance and meet basic operational criteria: tailgates or equivalent containment devices, tarps, etc., as well as all-applicable motor vehicle safety requirements. Drivers shall possess valid licenses. Truck body dimensions shall be measured, and information recorded on certification forms with calculated capacity noted. Each truck will receive two placards, one each of which shall be affixed on opposite sides of the truck body. The truck driver will be provided up to two (2) copies of the certification sheet for the Contractor and sub-Contractor's records.

#### **8.2.2 Certification of Personnel:**

Truck body dimensions shall be measured, and information recorded on certification forms with calculated capacity noted. Each truck will receive two placards, one each of which shall be affixed on opposite sides of the truck body. The truck driver will be provided up to two (2) copies of the certification sheet for the Contractor and sub-Contractor's records.

- Senior management personnel of the Contractor assigned to implement work authorizations pursuant to this agreement will participate, upon request, in training and briefing sessions held by representatives of the City.
- Senior, supervisory personnel of the Contractor and all sub-contractors thereto will have received training in debris management.
- Personnel assigned by the Contractor as responsible for data management, invoicing and other documentation duties will be trained in the data management concepts and approaches.
- Vehicle and equipment operators will be fully licensed and certified, as required by applicable local, State and Federal statutes and regulations.
- Upon their deployment for field operations, all Contractor and sub-contractor personnel will be briefed or trained appropriately in their duties, responsibilities, and the procedures to be utilized throughout the debris management process, including safety procedures, load ticket management procedures, and accident reporting procedures.

#### **8.3 Utilization of a Standardized "load ticket":**

The Contractor and all sub-contractors will utilize a standardized "load ticket" (format as provided by the City) for documenting each load of debris from its origin to the TDRSS and/or final disposal location, as indicated.

**8.4 Additional Supporting Documentation:**

Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements, and any other services provided by Contractor as may be required by the City and/or other governmental entity to support requests for debris project reimbursement from external funding sources.

**8.5 Report Maintenance:**

Contractor will be subject to audit by federal, state and local agencies pursuant to this Agreement. Contractor will maintain all reports, records, debris reporting tickets and Agreement correspondence for a period of not less than three (3) years.

**9.0 Optional Services:**

**NOTE: The City may select optional services to include in its contract as deemed necessary. As applicable, the specifications given above would also be applicable to the selected optional services.**

The City wishes the Contractor to provide the following services in addition to the management of vegetative debris, construction and demolition debris, and white goods debris, in the manner and for the unit cost indicated:

- **Debris removal and restoration of drainage channels**

The Contractor will remove debris resulting from the event from the drainage channels and adjacent banks, as directed by the City. Debris to be removed will be vegetative and/or construction and demolition debris affecting the waterways, but excludes removal of damaged and/or abandoned boats. The Contractor will also haul, process and dispose of the collected debris, as well as restore, re-grade, and/or reseed the banks and slopes, as directed by the City. The Contractor will be reimbursed at a fixed rate for this service.

- **Motor Vehicles**

The Contractor will remove motor vehicles damaged by the disaster event and/or abandoned by the owner due to the circumstances of the event. The City will identify the area(s) from which motor vehicles are to be removed. Motor vehicles will be processed by or for the Contractor in a manner that complies with all requirements for removal and processing of hazardous materials, e.g., gasoline, oils and other fluids. The Contractor will also ensure the proper final disposal of the removed vehicle. The Contractor will be reimbursed at a fixed rate, inclusive of all towing, processing and disposal costs.

- **Hazardous Waste and Contaminated Debris Management**

The Contractor will identify, separate, collect, transport and dispose of disaster-

generated debris determined to be hazardous and/or contaminated, thereby requiring that it be separately managed from other debris. The Contractor will provide trained, experienced and equipped personnel to identify hazardous waste and contaminated debris at its point of origin, as well as to direct the Contractor personnel in the safe and proper handling and disposal of the material. All hazardous waste and contaminated debris will be collected, transported and disposed of by the Contractor as required by local, state and Federal regulations. The Contractor will be reimbursed at a fixed rate for this service.

- **Sewer, Culvert and Catch Basin Cleaning**

The Contractor will provide all personnel, vehicles, equipment and supplies to clean disaster-related debris, including sand and mud, from storm sewers, culverts, catch basins and draining canals. The City will designate the storm water systems to be cleaned. This service will be provided on a per structure basis.

**FEE SCHEDULE – PART A: UNIT PRICES****ATTACHMENT A**

<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>UNIT PRICE</b>
1.0	Loading and Hauling Debris from Public Property and Rights-of-Way to a Temporary Debris staging and Reduction Site.	Cubic Yard	\$
2.0	Loading and Hauling Debris from Public Property and Rights-of-Way to a Final Disposal Site	Cubic Yard	\$
3.0	Management and Operation of Temporary Debris Staging and Reduction Site	Cubic Yard	\$
4.0	Debris Reducing by Chipping/Grinding	Cubic Yard	\$
5.0	Debris Reduction by Burning	Cubic Yard	\$
6.0	Freon Management and Recycling	Per Unit	\$
7.0	Animal Carcass Collection, Hauling, and Final Disposal	Pound	\$
8.0	Loading and Hauling Debris Reduction By-Products to a Final Disposal Site	Cubic Yard	\$
9.0	Loading and Hauling Household Hazardous Waste to a Final Disposal Site	Pound	\$
10.0	Hazardous Stump Removal, Loading and Hauling to a Temporary Debris Staging and Reduction Site A. 24 inch to 35.99 inch diameter B. 36 inch to 47.99 inch diameter C. 48 inch and larger diameter	Each Each Each	\$ \$ \$
11.0	Clean, Fill Dirt	Cubic Yard	\$
12.0	Sand Screening	Cubic Yard	\$

**FEE SCHEDULE – PART B: EQUIPMENT AND LABOR RATES**

<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>HOURLY PRICE</b>
1.0	JD 544 Wheel Loader with debris grapple	\$
2.0	JD 644 Wheel Loader with debris grapple	\$
3.0	Extendaboom Forklift with debris grapple	\$
4.0	753 Bobcat Skid Steer Loader with debris grapple	\$
5.0	753 Bobcat Skid Steer Loader with bucket	\$
6.0	753 Bobcat Skid Steer Loader with street sweeper	\$
7.0	30-50 H Farm Tractor with box blade or rake	\$
8.0	2 – 2 ½ cubic yard Articulated Loader with Loader	\$
9.0	3 – 4 cubic yard Articulated Loader with bucket	\$
10.0	JD 648 E Log Skidder, or equivalent	\$
11.0	CAT D4 Dozer	\$
12.0	CAT D5 Dozer	\$
13.0	CAT D6 Dozer	\$
14.0	CAT D7 Dozer	\$



ITEM #	DESCRIPTION	HOURLY PRICE
15.0	CAT D8 Dozer	\$
16.0	CAT 125 – 140 HP Motor Grader	\$
17.0	JD 690 Trackhoe with debris grapple	\$
18.0	JD 690 Trackhoe with bucket & thumb	\$
19.0	Rubber Tired Excavator with debris grapple	\$
20.0	JD 310 Rubber Tired Backhoe with bucket & hoe	\$
21.0	Rubber Tired Excavator with debris grapple	\$
22.0	210 Prentiss Knuckleboom with debris grapple	\$
23.0	CAT 623 Self-Loader Scraper	\$
24.0	Hand-Fed Debris Chipper	\$
25.0	300--400 HP Horizontal Grinder	\$
26.0	800--1,000 HP Horizontal Grinder	\$
27.0	30 Ton Crane	\$
28.0	50 Ton Crane	\$
29.0	100 Ton Crane (8 Hour Minimum)	\$
30.0	40-60 ft. Bucket Truck	\$

ITEM #	DESCRIPTION	HOURLY PRICE
31.0	Greater than 60 ft. Bucket Truck	\$
32.0	Fuel/Service Truck	\$
33.0	Water Truck	\$
34.0	Portable Light Plant	\$
35.0	Lowboy Trailer with Tractor	\$
36.0	Flatbed Truck	\$
37.0	Pick-up Truck (unmanned)	\$
38.0	Self-Loading Dump Truck with debris grapple	\$
39.0	Single Axle Dump Truck, 5 – 12 cubic yard	\$
40.0	Tandem Axle Dump Truck, 16 -20 cubic yard	\$
41.0	Tandem Axle Dump Truck, 21 – 30 cubic yard	\$
42.0	Tandem Axle Dump Truck, 31 – 50 cubic yard	\$
43.0	Tandem Axle Dump Truck, 51 – 80 cubic yard	\$
44.0	Power Screen	\$
45.0	Stacking Conveyor	\$
46.0	Chainsaw	\$

ITEM #	DESCRIPTION	HOURLY PRICE
47.0	Air Curtain Incinerator, self-contained	\$
48.0	Temporary Office Trailer	\$
49.0	Mobile Command and Communications Trailer	\$
50.0	Laborer, with small hand tools, and traffic Control Flagperson	\$
51.0	Skilled Sawman	\$
52.0	Crew Foreman with cell phone	\$
53.0	Operations Manager with cell phone	\$
54.0	Tree Climber	\$

\*NOTE: All equipment descriptions submitted will be in accordance with the FEMA “Typed Resource Definitions.”

\*\*NOTE: All equipment rates include the cost of the operator, fuel, and maintenance.

\*\*\*NOTE: All labor rates include the cost of personal protective equipment, including but not limited to: hardhat, traffic safety vest, steel-toed shoes, gloves, leggings, and protective eyewear.

## PROPOSER INFORMATION FORM

<b>COMPANY'S FULL BUSINESS NAME:</b>	
<b>PHYSICAL ADDRESS:</b>	
<b>PHONE #:</b>	
<b>FAX #:</b>	
<b>CONTACT PERSON:</b>	
<b>PHONE #:</b>	
<b>REMITTANCE ADDRESS:</b>	
<b>PHONE #:</b>	
<b>FAX #:</b>	
<b>CONTACT PERSON:</b>	
<b>PHONE #:</b>	
<b>PAYMENT TERMS/DISCOUNT:</b>	
<b>COMPANY TAX ID #:</b>	